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## TRUST DEED

Vol. <sup>m</sup> 78 Page 18146

THIS TRUST DEED, made this 10 day of September, 1978, between ROBERT WAL SHAWLER single man, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, a CALIFORNIA CORPORATION as Trustee, and WELLS FARGO REALTY SERVICES, INC., a CALIFORNIA CORPORATION, TRUSTEE as Beneficiary.

**WITNESSETH.**

WITNESSETH:  
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in **CLAMATH**  
**COUNTY, OREGON**, described as:

Page 28 of Maps in the office of the County Recorder of said County.

8/2/10

[illegible]

10. Upon any default by grantor hereunder, beneficiary may at any time with or without recourse to a court of law, cause a receiver to be appointed by a court, and enter upon and take possession of said property or any part thereof, in its own name and otherwise collect the rents and profits, including those past due and unpaid, and apply the same, less costs and charges of operation and collection, including reasonable attorney's fees subject to paragraph 7 hereof upon any indebtedness secured hereby, in such order as beneficiary may determine.

occur, any such insurance and to deliver said policies to the beneficiary at least ten days prior to the expiration of the term of insurance now or hereafter in force on said buildings, the beneficiary may proceed to collect on any such insurance policy collected under any fire or other insurance policy now or hereafter in force on said buildings secured hereby and in such order as beneficiary may deem proper, or to proceed to foreclose the entire amount so collected on any such insurance policy, and in such event, any application or release shall not cure or nullify any default or notice of default hereunder or invalidate any act done pursuant to this agreement. In the event of default by grantor in payment of any indebtedness secured hereby or secured hereby immediately, and in the event of any such event and if the above described real property is currently used for residence, stock raising, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in such event.

[illegible][illegible]

17. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee, including any action or proceeding in which the beneficiary or trustee may appear, and in any suit, action or proceeding of this deed, to pay all costs and expenses, including any fee for the beneficiary or trustee's attorney's fees provided, however, in case the trustee or beneficiary is the prevailing party, then the prevailing party shall be entitled to the attorney's fees hereunder. The amount of attorney's fees shall be determined by the court. All costs shall be taxed by the trial court or by the appellate court if an appeal is taken.

14. If the assets of the trust consist of or shall be taken under the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successors in interest entitled to such surplus.

15. For any reason, if by law a beneficiary may from time to time appoint a successor or successors to act in the place of the named herein or to any successor trustee appointed hereunder. Upon such appointment, the named herein or to any successor trustee, the latter shall be vested with all title, powers and authority conferred upon the trustee herein named; or appointed hereunder. Each such appointment shall be made in writing and shall be filed with the probate and appellate courts.

9. At any time and from time to time upon written request of beneficiary, Trustee shall accept this deed, duly executed and acknowledged, as full reconveyance, for cancellation, without affecting the liability of any party hereto of pending sale under or other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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and that he will warrant and forever defend the same against all persons whomsoever.

HTAMAJA

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:  
(a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),  
(b) for no other purpose, or for both (a) and (b) if the grantor is a natural person, see the business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act not required, disregard this notice.

Robert Neal Shawler

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

Witnessed by: J. Schreier 7/5/78

STATE OF HAWAII

COUNTY OF

J. Schreier

SS.

On July 7, 1978

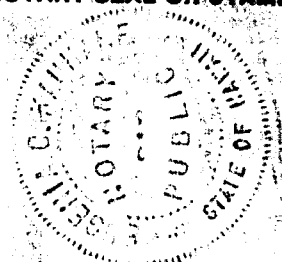
before me, the undersigned, a Notary Public in and for said County and State, personally appeared

known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, depose and said: That she resides at 59-379 Makana Road, Haleiwa, HI that she was present and saw Robert Neal Shawler

personally known to her to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Signature Eugene C. Kankane

FOR NOTARY SEAL OR STAMP



TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED 19

Beneficiary

TRUST DEED

Grantor  
Beneficiary

Wells Fargo Realty Services Inc.  
572 E. Green Street  
Pasadena, CA 91101

KAREN STARK  
Trust Services

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 17th day of August, 1978, at 9:15 o'clock A.M., and recorded in book M78 on page 18146 or as file/reel number 53560. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Berntha Shetch Deputy

Fee \$6.00